

# **Request for Proposals**

June 27, 2016

## **Wilder House Restaurant Concession President Calvin Coolidge State Historic Site**

### **1.0 Invitation**

The STATE OF VERMONT, Division for Historic Preservation (“VDHP”) is soliciting proposals from qualified individuals or firms for the concession of the Wilder House Restaurant at the President Calvin Coolidge State Historic Site in Plymouth Notch, Vermont.

Bids will be received until **3:00 p.m. on Friday, July 15, 2016 at VDHP, National Life Building, Floor 6, Montpelier, Vermont 05620-0501, or via e-mail to both [Tracy.Martin@vermont.gov](mailto:Tracy.Martin@vermont.gov) and [Laura.Trieschmann@vermont.gov](mailto:Laura.Trieschmann@vermont.gov). Anyone submitting a proposal by e-mail must call Tracy Martin to confirm receipt, at 802-828-3051.**

**A pre-bid meeting** is scheduled for this activity. All bidders are invited to visit the site on Wednesday, July 6, **at 3:00 p.m.** We will meet in the lobby of the Coolidge Museum & Education Center at the President Calvin Coolidge State Historic Site, 3780 Route 100A, Plymouth, Vermont 05056.

VDHP project manager is William Jenney, Regional Historic Site Administrator, who may be contacted at 802-672-3773 or [William.Jenney@vermont.gov](mailto:William.Jenney@vermont.gov)

### **2.0 Background; Management Structure; Context for the Work**

VDHP is a division of the Department of Housing and Community Development in the Agency of Commerce and Community Development. The 1975 Vermont Historic Preservation Act provides for the administration the State-Owned Historic Sites and further instructs that VDHP is specifically responsible for their operation, maintenance, development, and interpretation (22 V.S.A. Section 723(a)(9)).

The President Calvin Coolidge State Historic Site is the birthplace and boyhood home of the 30th U.S. President and is a pristine example of an early 20th century Vermont hill town. This State-Owned Historic Site attracts more than 20,000 visitors annually and is open to the public late May through mid-October. The Wilder House, owned by VDHP, was the home of the President’s mother and now serves as the site’s restaurant seating approximately 40 people. The restaurant is operated by a private concessionaire and is an integral component of the historic site. The on-site restaurant allows visitors to spend more time at the site without having to seek

food and refreshment elsewhere. As such, the Wilder House Restaurant is considered a public service.

The concessionaire shall offer high quality food service that is reliable and consumer-price friendly for families with children. A recommended course of fare would be a selection of home-cooked items such as soups, sandwiches, salad plates, a variety of hot dishes (chicken pot pie, hot dogs, hamburgers, stew, etc.). There should also be available daily a non-meat item and a selection of desserts (pies, ice cream, muffins, cookies, etc.). The menu should also have items that appeal to children. A daily special might feature a Coolidge family recipe. All recipes requiring cheese must use *Plymouth Cheese* (if not available another similar Vermont cheese shall be used); deep fried “fast foods” are not considered appropriate to the historic village setting.

The restaurant shall be open daily from early May to late October, 9:00 AM - 4:00 PM, and offer a light breakfast and lunch menu. The restaurant shall be open for visitors to the site and to scheduled groups during regular hours. The Concessionaire can host specially arranged evening dinners or events if so desired.

### **3.0 Scope of Services**

- 3.1 The restaurant shall be open 9:00 AM – 4:00 PM. The opening date shall be at least one week prior to Memorial Day and the closing date shall be the last Sunday of October. The site is open 9:30 AM through 5:00 PM. (Restaurant dates and hours may be modified with the approval of the Regional Historic Site Administrator.)
- 3.2 The Concessionaire shall offer high-quality food service that is reliable and reasonably priced for families with children.
- 3.3 All recipes requiring cheese must use *Plymouth Cheese* (if not available another similar Vermont cheese may be substituted). The use of other Vermont produced food products is encouraged.
- 3.4 The building, including the restroom facilities, which shall be open to the general public, shall be kept clean by the concessionaire. The premises will be regularly inspected by Site personnel and State health inspectors.
- 3.5 Publicity for the Wilder House Restaurant shall make reference to the President Calvin Coolidge State Historic Site and VDHP. All advertising and promotional materials shall be reviewed and approved by the Regional Site Administrator prior to release.

- 3.6 The Concessionaire will be responsible for obtaining proper licenses and public liability insurance.
- 3.7 The Concessionaire shall provide VDHP with a copy of rooms & meals tax returns at the close of each season.
- 3.8 The Concessionaire shall hire and supervise the restaurant staff and must carry appropriate workers compensation coverage.
- 3.9 The Concessionaire shall make no changes to the physical structure of the Wilder House without approval from the Regional Site Administrator.
- 3.10 The Concessionaire, with the Regional Site Administrator, shall make an inventory of State-owned equipment at the beginning and end of each season.

#### **4.0 Division For Historic Preservation Obligations**

- 4.1 VDHP shall provide the facility (building and non-food inventory) and assume associated costs such as exterior maintenance and equipment maintenance (but not repairs resulting from Concessionaire's negligence). The Concessionaire shall be responsible for utilities during the season while the Site is open.
- 4.2 VDHP shall promote and market the Wilder House Restaurant to motorcoach groups and to visitors to the site.

#### **5.0 Qualifications and Basis for Selection (weighted evenly and contingent upon cost-effectiveness)**

- 5.1 Experience: The Concessionaire shall have a minimum of three years' experience in operating a restaurant.
- 5.2 Compatibility with Historic Site: The Concessionaire and staff presence shall complement the character of the historic district.
- 5.3 Menu: The Concessionaire shall offer an appropriate, affordable, and high quality menu that will appeal to the visiting public and families with children.

## **6.0 Submittal Procedures**

### **6.1 Calendar:**

- 6.1.1 Request for Proposals posted ..... **June 27, 2016**
- 6.1.2 Pre-bid Conference on site at 3:00 PM ..... **July 6, 2016**
- 6.1.3 Proposals due no later than 3:00 PM..... **July 15, 2016**
- 6.1.4 Proposals review completed, selection of Concessionaire, and notice to  
selected Concessionaire, on or about .....**July 25, 2016**
- 6.1.5 Contract execution, on or about .....**August 1,**  
**2016**

### **6.2 Communications:**

All questions concerning the Request for Proposals must be sent via e-mail to Tracy.Martin @vermont.gov by July 13, 2016 at 3:00 p.m. Answers will be communicated in writing to all known potential bidders simultaneously.

Any change to or changed interpretation of the bid documents resulting from the Pre-bid Conference or from any other cause upon which VDHP intends bidders to rely, will be communicated in writing to all known potential bidders.

### **6.3 Submittal of Proposals:**

Proposals prepared in response to this Request for Proposals must be mailed or hand delivered in a sealed envelope marked: “Wilder House Restaurant Bids” and received by VDHP by the deadline in Section 6.1.3 of this RFP. Proposals must be addressed to:

Tracy Martin, Historic Sites Operations Chief  
State of Vermont Division for Historic Preservation  
One National Life Drive, 6<sup>th</sup> Floor  
Montpelier, Vermont 05620-1201

Alternatively, proposals may be e-mailed. E-mail submissions must be sent to both [Tracy.Martin@vermont.gov](mailto:Tracy.Martin@vermont.gov) and [Laura.Trieschmann@vermont.gov](mailto:Laura.Trieschmann@vermont.gov), with “Wilder House Restaurant Bid” in the subject line. Anyone submitting a proposal by e-mail must call Tracy Martin to confirm receipt, at 802-828-3051.

Proposals received later than the deadline will be returned to the bidder unopened and will not be considered by VDHP.

### **6.4 Contents of Proposal:**

All proposals must include the following information:

- 6.4.1 A brief description of the firm or individual's history of related work, size of operation, and restaurant management philosophy.
- 6.4.2 References from three individuals familiar with your operation
- 6.4.3 Sample menu with price range of items
- 6.4.4 Earliest date that Concessionaire would be available to commence operations (preferably mid-August 2016, but in no event later than September 1, 2016)
- 6.4.5 In the event that an addendum to this RFP is issued by VDHP, an acknowledgement of receipt of the addendum.
- 6.4.6 A proposed business plan, including operational budgets, cost estimates, and operating policies and procedures is encouraged but not required.
- 6.4.7 Signed Acknowledgement of Attachment C: Standard State Provisions (see last page of this RFP).

## **7.0 Miscellaneous**

- 7.1 Selection of the Concessionaire shall be on a non-discriminatory basis without regard to race, color, national origin, gender, sexual orientation, or age.
- 7.2 VDHP reserves the right to accept or reject any or all proposals, or request further information as needed.
- 7.3 The Concessionaire will be expected to execute a Standard State Contract, which will include the Standard State Provisions for Contracts and Grants (Attachment C, 9/1/2015 Version), which is included in this document. By submitting a response to this RFP, the Concessionaire agrees to comply with all provisions of Attachment C, and will provide the State with the required insurance certificate prior to starting work.
- 7.3 Because of the accelerated nature of this RFP process, the contract between Concessionaire and VDHP shall be for an initial term of one season, with the possibility of two one-year extensions by mutual agreement of the parties.

**Acknowledgement of:  
ATTACHMENT C: STANDARD STATE PROVISIONS  
SEPTEMBER 1, 2015**

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall

be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient

Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

**12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**13. Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.



- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

**16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

**18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these

State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

**I hereby acknowledge that I have read and understand all of the Attachment C: Standard State Provisions for Contracts and Grants, have had the opportunity to consult with legal counsel, and hereby state that my business and I agree to all of the same.**

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**Duly Authorized Representative of bidding entity**

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**Date**